

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION

CITY OF GRANITE CITY, )  
an Illinois municipal corporation, )

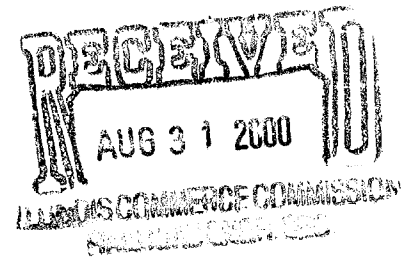
Petitioner, )

v. )

Docket No. T00-0003

ILLINOIS DEPARTMENT OF )  
TRANSPORTATION, TERMINAL )  
RAILROAD ASSOCIATION OF ST. )  
LOUIS, GATEWAY EASTERN )  
RAILWAY COMPANY, GATEWAY )  
WESTERN RAILWAY COMPANY, )  
NORFOLK SOUTHERN RAILWAY )  
COMPANY, AND UNION PACIFIC )  
RAILROAD, )

Respondents, )



STIPULATION AND AGREEMENT

This Stipulation and Agreement made effective as of July 6, 2000, by and between the Petitioner, City of Granite City; Respondents, Illinois Department of Transportation, Terminal Railroad Association of St. Louis, Gateway Eastern Railway Company, Gateway Western Railway Company, Norfolk Southern Railway Company, and Union Pacific Railroad Company; and, the Illinois Commerce Commission Staff (collectively, the "Parties"), as follows:

WHEREAS, City of Granite City filed a Petition in the matter of the City of Granite City vs. Illinois Department of Transportation et al, Ill. C.C. Dkt No. T00-0003, averring to certain proposed improvements and railway crossings in the City of Granite City, referred to as the "Pontoon Road Overpass" project and closing of the 22<sup>nd</sup> Street Railway crossing (collectively, the "Project"); and,

WHEREAS, the aforesaid Project is alleged to be in the interest of the public health, safety,

convenience and welfare; and,

WHEREAS, the City of Granite City is seeking an interim order of the Illinois Commerce Commission with respect to the initial phase of the work as later described, pertaining to the aforesaid Pontoon Road Overpass project and closing of the 22<sup>nd</sup> Street railway crossing; and,

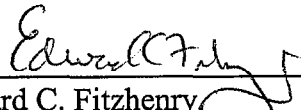
WHEREAS, the Parties attended a duly scheduled prehearing conference on February 29, 2000 whereby the aforesaid Pontoon Road Overpass project and closing of the 22<sup>nd</sup> Street Railway crossing were at issue and discussed, particularly the propriety of an interim order and funding of the initial phase of the work.

NOW, THEREFORE, based on the foregoing recitals and other mutual considerations, the Parties hereby stipulate and agree as follows:

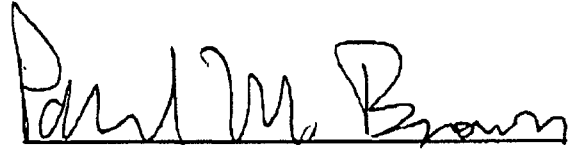
1. The Parties agree the Pontoon Road Overpass project and 22<sup>nd</sup> Street railway closing enhances and promotes the public health, safety and convenience and welfare, and the public would be well served by the abolition of the subject crossings, and further agree that the Illinois Commerce Commission should enter an interim order approving the initial phase of the work, to include soil boring and analysis, design engineering and appraisal services in the total amount of \$3.3 million,
2. The Parties further stipulate and agree that the proposed Project involves major alterations to the respective grade crossings.
3. The Parties further stipulate and agree that 100% of the costs for the initial phase as described in the preceding paragraph should be funded by the Illinois Commerce Commission through the Grade Crossing Protection Fund.
4. The Parties further stipulate and agree the Illinois Commerce Commission's funding from the Grade Crossing Protection Fund of the initial phase shall be accounted for in the final allocation of costs for the overall Project.

5. The Parties further stipulate and agree there remain unresolved issues pertaining to the project and the design of the Project, the overall Project costs, relative benefits of the Project to the parties, and allocation of the Project costs amongst the Parties, and that the Stipulation and Agreement herein shall not be construed as a waiver of any right, claim, defense, argument or entitlement with respect to any position or issue taken by any party relevant to these or any other matters in this proceeding.

6. The Parties further stipulate and agree that this Stipulation and Agreement may be introduced in the record as evidence as to the Parties' recommendations and positions to the Illinois Commerce Commission with respect to the initial phase of the Project, in this proceeding. The parties state further their understanding that they will be accorded all rights under the Illinois Commerce Commission's Rules of Practice, 83 Ill. Adm. Code Part 200, including the opportunity to file briefs on exceptions and replies to briefs on exceptions, if necessary, pursuant to 83 Ill. Adm. Code Part 200.830.

  
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(618) 876-8500

Attorney on behalf of City of Granite City



Paul M. Brown  
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St. Louis, MO 63101-1693

Attorney on behalf of Gateway Eastern  
Railway Company and Gateway Western  
Railway Company

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A handwritten signature in black ink, appearing to read 'Stacey C. Hollo', is written over a horizontal line.

Stacey C. Hollo  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

Attorney on behalf of Illinois Department  
of Transportation


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Stacey C. Hollo  
Illinois Department of Transportation  
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Attorney on behalf of Illinois Department  
of Transportation

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Dean W. Jackson  
522 E. Monroe, Suite 306  
Springfield, IL 62701

Attorney on behalf of Union Pacific Railroad

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Thompson Coburn, LLP  
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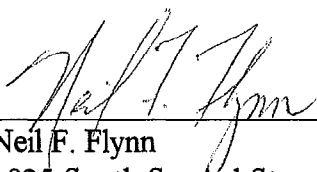
Attorney on behalf of Gateway Eastern  
Railway Company and Gateway Western  
Railway Company

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Neil F. Flynn  
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Springfield, IL 62704

Attorney on behalf of Norfolk Southern  
Railway Company

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 8/21/00  
Neil F. Flynn  
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Attorney on behalf of Norfolk Southern  
Railway Company

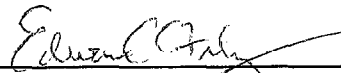
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PROOF OF SERVICE

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF MADISON    )

SS

I, Edward C. Fitzhenry, Jr., being an attorney admitted to practice in the State of Illinois and one of the attorneys for City of Granite City herewith certify that I did on the 29<sup>th</sup> day of August, 2000, filed with the Illinois Commerce Commission an original and fourteen (14) copies of the Stipulation and Agreement, and Affidavits of Messrs. Juneau, Talley, and Brammeier, on behalf of the City of Granite City, and serve upon the persons identified on the attached service list, by depositing same in the United States Mail, in Granite City, Illinois with postage fully prepaid thereon.

  
\_\_\_\_\_  
Edward C. Fitzhenry  
Lueders, Robertson & Konzen  
1939 Delmar Avenue  
P. O. Box 735  
Granite City, IL 62040  
(618) 876-8500

SUBSCRIBED AND SWORN to me, a Notary Public, on this 29<sup>th</sup> day of August, 2000.



  
\_\_\_\_\_  
Notary Public



CITY OF GRANITE CITY  
V.  
ILLINOIS DEPARTMENT OF TRANSPORTATION ET AL  
DOCKET NO. T00-0003  
SERVICE LIST

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